

CITY OF DETROIT OFFICE OF CONTRACTING AND PROCUREMENT REQUEST FOR PROPOSALS

RFP NO. 184406 Uniforms for various City of Detroit Departments

Buyer: Lola Clark

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	2/20/2024
PRE-PROPOSAL	N/A
CONFERENCE	
QUESTIONS DUE	2/27/2024 on or before 12:00 EST
	All questions must be submitted online in
	the Supplier Portal as indicated in Section
	3.3 of this RFP.
ANSWERS DISTRIBUTED	2/28/2024
PROPOSAL DUE DATE *	March 06, 2024 @ 4:00 EST
	In the Supplier Portal as specified in
	Section 4.5 of this RFP.

^{*} Proposals must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed proposals will not be accepted.

Respondents must enroll in the Supplier Portal to download the bid documents and to ensure inclusion in our database www.detroitmi.gov/supplier. Instructions may be found on the City of Detroit website which includes tutorials on how to register. If you have any questions, please send an email to procurementinthecloud@detroitmi.gov or call (313) 224-4600.

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Section 1. Project Summary and Background

1.1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the General Services department requests proposals from qualified respondents to render certain technical or professional services ("Services") as set forth in this RFP to provide uniforms for various City of Detroit Departments. The products that will be available under this Contract are necessary to assist with providing workwear for City of Detroit employees.

1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

The City of Detroit General Services Department is requesting a vendor to provide clothing, uniforms, and accessories for its employees. The selected vendor should have the ability to both rent and sell these items. The City of Detroit has roughly 9,000 employees so it is necessary for the selected vendor to be able to handle a volume of goods consummate with the number of employees listed above. In the case of rentals, we are also expecting the vendor to be able to provide laundry services.

We will also need to have the option to customize the goods. For example, we may request badges/patches/embellishments, embroidery, and/or screen printing be added to the garments that we choose both as rentals and/or purchases.

1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFP, it will be a City of Detroit Professional Services Contract. The term of the contract will be for three (3) years. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. The City anticipates one or multiple awards as a result of the RFP.

Section 2. Statement of Work

The City of Detroit is soliciting proposals from vendor to provide clothing, uniforms, and accessories for its employees for a period of three (3) years.

2.1 <u>SERVICES TO BE PERFORMED</u>

PRODUCTS & SERVICES

Products offered must be new and not previously issued.

1. <u>UNIFORMS – RENTAL, PURCHASE AND LEASE</u>

Bidder shall provide new uniforms for rental, direct purchase, and/or lease. Uniforms shall include but are not limited to; shirts, pants, outerwear, footwear, food service uniforms, healthcare uniforms, industrial uniforms, cleanroom uniforms, high visibility, flame resistant, and acid resistant protective apparel.

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a. Measurements

- 1) Describe start-up procedure and timeline for measurements and delivery of uniforms upon contract start.
- 2) Describe procedure and timeline for new department usage to include measurement and delivery of uniforms upon request.

b. Identification System

Bidder shall provide a name or identification numbering system for each employee and garment. The identification system shall insure an accurate method of tracking garments for invoicing purposes. Bidder shall describe the identification system utilized and explain loss control procedures

a. Bidder's Operation and Procedures

Bidder shall provide detailed description of their delivery and pick-up services including, but not limited to:

- 1) Tracking of uniform in the laundry process.
- 2) Dispute resolution for Lost and Damaged garments.
- 3) Logging of garments at the pick-up/delivery site.

b. Department Representative Contact

City of Detroit point of contact(s) shall be provided to the Bidder upon award of a contract. Each Department shall contact the Contractor to set up specific needs for their location/facility.

c. Patches

Various garments require embroidery or silk-screening of a Patch or Patches that depict the Department name, City of Detroit Logo, and/or employee name. The City of Detroit contact shall furnish the Contractor with patch requirements and placement specific for their department. The name patches will either be the employee's initial and last name, first name, or both first and last name. Patch application shall meet industry standards and be applied in accordance with Department requirements as to location and color layout. Contractor shall verify patch requirements with Department contact prior to processing all orders.

c. Uniform Changes

The City shall be allowed to determine at the beginning of each contract year whether they want long or short sleeve shirts or a combination of both, at no additional cost to the City.

d. Color Changes

The City reserves the right to change the color of uniforms and patches at its discretion during the term of this contract at no additional cost to the City. Any industry standard colors shall be made available by Contractor and utilized by the City as may be required.

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e. Transition Plan

The City's intent is to minimize the time and effort involved in fitting employees for uniforms. Each Bidder must, in a detailed and thorough manner, describe procedures designed to limit operational impacts. The successful Bidder must be prepared to fulfill the transition plan stated in their proposal should the City contract with a vendor other than the incumbent. Failure to do so may be cause for immediate termination of the contract. Any transition costs must be so noted and will be considered in the evaluation of the proposals.

f. Delivery/Pickup Locations

Clothing and other items shall be collected from and delivered to each location once every week. (The City reserves the option to relocate, add, reduce, or increase collection/delivery points at no additional cost to the City. Locations shall be provided to the contractor upon award of contract.

g. Delivery Time

- 1) Uniforms shall be picked up and delivered based upon the hours requested by each individual department. The contract representative will contact the Contractor to develop an acceptable delivery schedule for each site prior to the contract start date. Deliveries shall be made on the same day every week at each location. At the time of uniform pick-up and delivery, a signed inventory sheet must be given to a designated City of Detroit representative, listing the number and type of uniforms picked up and the number and type of uniforms delivered by either the employee's name or by an employee identification number provided by the Contractor.
- Contractor's delivery/pick-up personnel are required to leave a receipt at each facility that details a count of each item of clothing picked up and each item of clothing delivered.
- 3) In the event the pick-up day or time must be changed, the City will notify the Contractor in advance. The Contractor shall notify the City /designated representative at least one (1) day in advance for changes in the designated delivery hours. Clothing changes are required to be delivered within seven (7) calendar days of notification to Contractor.

h. Lost or Damaged Items

Bidder shall provide an amortization schedule, which details percent clothing is amortized from date of issue, and Bidder's methods and procedures of verifying same.

i. City of Detroit Responsibilities

1. The City will be responsible for the replacement of Bidder-owned items lost or damaged by City of Detroit employees. Replacement costs shall be based upon

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pricing provided in the Lost or Damaged Amortization Schedule submitted by Bidder.

- 2. The City will not be responsible for the replacement of items which have reached end- of-service life.
- 3. The City will provide to the Contractor written notification of all employees who, because of health issues, choose to self-launder Contractor-provided uniforms.

j. Contractor's Responsibilities

- 1. Contractor shall provide City of Detroit employees with uniforms within ten (10) business days of measurement. Contractor shall notify the Department Representative or designee and obtain written approval of any delays exceeding the allotted ten (10) business days.
- 2. Contractor shall be responsible for keeping all uniforms in good condition and shall inspect all items for repairs prior to delivery. Items with holes in fabric or visibly worn, frayed, discolored, or thin fabric are not acceptable and shall be replaced at Contractor's expense. The City reserves the right to refuse any item it deems needs repair or replacement at no additional expense to the City.
- 3. At the beginning of the contract, Contractor shall; provide all employees with New first-time use Uniforms not issued or worn previously.
- 4. Bidder shall specify charges for lost and/or damaged items as part of their Proposal. Excessive charges may be grounds for rejection of the Proposal.

k. Sizes

Size requirements within any category of clothing are subject to change. The City reserves the right to change sizes of all clothing issued to a City of Detroit employee by Contractor throughout the life of the contract. At a minimum Contractor shall provide the industry standard sizes of clothing under this contract.

BALANCE OF LINE/COMPREHENSIVE PRODUCT OFFERING

Each Bidder awarded an item under this solicitation may offer their complete product and service offering/a balance of line for uniform solutions. Pricing for complete product offering/balance of line items may be determined by a percentage discount off the Bidder's retail price list. The pricing percentage discount offered must be entered on the Pricing Spreadsheet, attached to this bid. A Completed spreadsheets shall be attached to your Response in Oracle. Throughout the term of an awarded contract, awarded Supplier(s) shall have the option to add uniforms to their offering.

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PRICING

The City of Detroit requests pricing be submitted as not to exceed pricing to include percentage discounts for all product and service offerings. Unlike fixed pricing, the awarded Bidder can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Awarded Bidder must allow for lower pricing to be available for similar product and service purchases.

A. Market Basket

Bidder shall complete the Market Basket Price sheet. If awarded a contract, the Bidder's Market Basket will reflect the pricing available to the City of Detroit. Pricing evaluation will be based on the Market Basket pricing. The quantities shown in this solicitation represent the best estimates that the City can provide supporting their current program. The quantities to be purchased, are not guaranteed, and may vary depending on internal changes. The City of Detroit does not assume or accept responsibility to purchase the total quantities listed. The quantities shown are not to be considered a maximum and the City of Detroit reserves the right to purchase more or less of specified amounts. Quantities shown shall not be construed to represent any amount which the City of Detroit shall be obligated to purchase under the resulting Contract or relieve the Supplier of their obligation to fill all orders placed by the City. Quantities shown will be used for evaluation purposes.

B. Pricing Discount

The discount proposed shall remain the same throughout the term of the contract and at any renewal options. At a minimum, the Bidder should hold the proposed price list firm for the first 12 months after the contract award. Bidder will provide details of and propose any additional discounts for volume orders, additional locations, special manufacturer's offers, free goods program, total annual spend, etc.

C. Special Offers/Promotions.

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service throughout the City of Detroit. Include any products and services that will not be offered.

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- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the City.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

2.2 OPERATIONAL INFORMATION

Awarded Contractor(s) will work closely with City agency staff.

The Respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

2.3 <u>TECHNICAL INFORMATION</u>

The City of Detroit is committed to centralizing and warehousing data for the purpose of improving service delivery and enabling cross departmental analytics. For this reason, we expect Contractors, contractual relationships, and resulting software platforms to enable data access, data interoperability, warehousing of resulting data, and adherence to City data standards.

Specifically, the City minimally requires:

- Access to any data via APIs in a machine-readable format.
- Full documentation of APIs (including field names and objects) and the database schema used by the application.
- Ability for City to push data as needed to these software systems to update base datasets.
- Any location-based data or platform utilizes the City's Base Units geocoder, Base Units
 Database, and/or address data standards as applicable. For more information
 see: https://base-units-detroitmi.hub.arcgis.com/pages/about-base-units
- The ability for the City to use and govern this data as it deems necessary-centralizing it, porting it into other systems, and using it for additional and future organizational needs.

The City prefers:

- System or platform has the capacity to store field-level metadata and display it in the user interface when appropriate
- API is able to provide data in a JSON format.
- Data system or data exports integrate easily with ESRI products including feature services.
- Systems or platforms that support data exchanges (pushes and pulls) that can happen dynamically.

Specifications, Change of Specification, and Errors or Omission. Specifications which refer to brand names are given for reference. Respondents may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final.

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2.4 PAYMENT & PERFORMANCE BOND (Construction)

The successful respondent(s) must furnish a payment and performance bond in the amount of 0% of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award. See Attached Bond Form(s) for requirements.

Section 3. Proposal Evaluation and Selection Process

3.1 MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of 5 years of experience providing the services requested in the RFP for projects of similar scope and size.

3.2 ADHERANCE TO TERMS OF PROPOSAL

A proposal once accepted by the City of Detroit, may become a binding contractual obligation of the Respondent. The failure of a successful Respondent to accept this obligation and to adhere to the terms of the Respondent's proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent. Respondents are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

3.3 QUESTION DEADLINE

All questions regarding the RFP shall be submitted through the Supplier Portal no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted within the Supplier Portal. The City of Detroit does not guarantee a response to questions submitted after the question deadline.

Should a Respondent be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the Respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFP.

Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the City of Detroit shall be binding upon the City of Detroit.

Respondents requesting changes to the RFPs terms and conditions, specifications, quantities, etc.; or if clarifications are needed, must make the request in writing by the stated bid submission deadline.

3.4 EVALUATION CRITERIA

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	Possible Points
Relevant Experience- Attachment A	15
Supplier Capabilities/ Method of Approach – Attachment B	30
Cost – Based on Sample Market Basket – Attachment C	20
Total Points Possible	65

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PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

Proposal Evaluation Criteria		Possible Points
1.	Detroit headquartered business	15points
2.	Detroit based business	5 points
	Total Points Possible	15

Maximum points for phase two not to exceed fifteen (15) points.

PHASE THREE CRITERIA ECONOMIC DEVELOPMENT & CONTRACT PERFORMANCE OF PRIME AND SUBCONTRACTOR(S)

Proposal Evaluation Criteria	Possible Points
Detroit headquartered business	20 points
2. Detroit based business	10 points
Total Points Possible	20

Maximum points for phase three not to exceed twenty (20) points.

3.5 EVALUATION PROCEDURE

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable.

The City may also at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete.

The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

Any of the additional data specs and standards described in Section 2.3, that are met will be factored positively into the overall score.

3.6 ORAL PRESENTATION/DEMONSTRATION

The City reserves the right, at its own discretion, to request oral presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Respondents will be notified by the Office of Contracting and Procurement of the date, time and location for oral presentations.

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3.7 <u>REJECTIONS, MODIFICATIONS, CANCELLATIONS</u>

The City of Detroit expressly reserves the right to:

- 1) accept or reject, in whole or in part, any and all proposals received;
- 2) waive any non-conformity;
- 3) re-advertise for proposals;
- 4) withhold the award for any reason the City determines;
- 5) cancel and/or postpone the request for proposals, in part or in its entirety, and/or,
- 6) take any other appropriate action that is in the best interest of the City.

This RFP does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

3.8 PROTESTS

Protests can be filed with the Office of Procurement. Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest to the following:

City of Detroit Chief Procurement Officer 2 Woodward Avenue, Suite 1008 Detroit, MI 48226 "Procurement Protest"

At a minimum, such protests shall include:

- 1) name of protestor.
- 2) solicitation/contract number and description; and
- 3) statement of grounds for protest (reference specific text in the solicitation, bid or contract document that is at issue).

The decision of the Chief Procurement Officer and/or the Department Director are final and is not subject to appeal.

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Section 4. Required Proposal Content and Submission Process

4.1 ACCURACY AND COMPLETENESS OF INFORMATION

All information pertaining to the prospective respondent's approach in meeting the requirements of the RFP shall be organized and presented in the prospective respondent's proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

4.2 REQUIRED PROPOSAL CONTENT AND FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety, responses must be uploaded in the Supplier Portal along with the Affidavit of Disclosure Interests Form and Non-Collusion Affidavit found under requirements section of the of RFP#184399:

Req	uired Response Item	
1.	Letter of Transmittal	
	The prospective respondent's proposal shall include a letter of transmittal signed by an	
	individual or individuals authorized to bind the prospective respondent contractually. The	
	letter must state that the proposal will remain firm for a period of one hundred twenty	
	(120) days from its due date and thereafter until the prospective respondent withdraws it,	
	or a contract is executed, or the procurement is terminated by the City of Detroit,	
	whichever occurs first.	
2.	Attachment A – Respondent Questionnaire	
	Respondent shall provide their Proposal Introduction and Experience / Capacity &	
	Staffing, per the requirements provided in Attachment A.	
3.	Attachment B – Proposal Introduction and Solution / Approach	
	Respondent shall provide their Proposal Introduction and Solution / Approach, per the	
	requirements provided in Attachment B.	
4.	Attachment C – Pricing	
	Respondent shall provide their Pricing proposal, per the requirements provided in	
	Attachment C.	
5.	Attachment D – Forms, Affidavits and Documents- Award Winners Only	
	Respondent will be required to provide their completed Forms, Affidavits, Insurance and	
	Documents, if they are selected as the award winner provided in Attachment D.	
6.	Attachment E – Model Professional Services Contract	
	Respondent shall provide their agreement to the Model Professional Services Contract or	
	note any exceptions provided in Attachment E.	
7.	Attachment F – Payment Bond Form N/A	
	Attachment F – Performance Bond Form	
	Respondent must agree to furnish a payment and performance bond in the amount of 0%	
	of the contract value specified in the contract guaranteeing the contract will be accepted if	
	tendered an award (see Section 2.4 Payment & Performance Bond and Attachment F –	
	Performance Bond Form for requirements).	

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4.3 REQUIRED COST PROPOSAL

Respondents are requested to make a firm cost proposal to the City of Detroit, through the completion of **Attachment C**. If a contract is entered into as a result of this RFP, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price quoted in the proposal. The City of Detroit reserves the right to select proposals from the most responsible Respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function.

4.4 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

4.5 SUBMITTAL INSTRUCTIONS

All proposals <u>must</u> be submitted through the Supplier Portal. Each Respondent is responsible for ensuring that its proposal is received by the City on a timely basis. **Faxed or mailed proposals will not be accepted.**

Firms shall not distribute their proposals to any other City office or City employee. Proposals received become the property of the City. The City is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Supplier Portal. Responses received will not be available for review. Proposals received will be subject to disclosure under the state of Michigan's Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the proposals in the Supplier Portal. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

E-Procurement Open Assistance Sessions Learning How to Navigate Oracle To join E-Procurement experts for Oracle demonstrations and Q&A pick one of the time slots			
Virtual Learning Session (30 min. each)	Day & Time Option 1	Day & Time Option 2	
Supplier Registration	Mondays, 10:30 AM	Thursdays, 1:00 PM	
Supplier Profile Updates	Mondays, 11:30 AM	Thursdays, 1:30 PM	
Responding to Bids	Mondays, 9:30 AM	Fridays, 9:30 AM	
Invoicing	Tuesdays, 1:30 PM	Fridays, 11:30 AM	
Online Office Hours (General)	Tuesdays, 3:00 PM	Wednesdays, 9:30 AM	

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Section 5. General Conditions and Requirements for RFP

5.1 CONTRACT APPROVAL

Upon contract award, the City and the successful Respondent shall execute a professional services contract, which shall contain all contractual terms and conditions in a form provided by the City. No contract shall become effective until the contract has been approved by the required City Departments and Detroit City Council and signed by the City of Detroit Chief Procurement Officer. Prior to the completion of this approval process, the successful Respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the successful Respondent prior to such approvals; nor shall the City incur any liability to reimburse the successful Respondent regarding any expenditure for the purchase of materials or the payment of services.

5.2 PAYMENT

All properly executed invoices submitted by the successful Respondent will be paid in accordance with the City of Detroit Prompt Payment Ordinance.

5.3 INVOICES

Vendors must be registered in City of Detroit Vendor Portal and be a registered vendor with the City of Detroit to submit invoices and receive payments. Go to http://www.detroitmi.gov/Supplier to register.

AUTHORIZATION TO COMMENCE WORK OR SHIP GOODS – READ CAREFULLY!!!

Contractors may begin work or ship goods upon receipt of the required authorization, which is the CPA (Contract Purchase Agreement), in addition to SPO (Standard Purchase Order), from Procurement.

The CPA (City Council Approved and Awarded Contract Purchase Agreement) alone is NOT authorization to begin work! NO letter of Intent, or Letter to Commence Work will be issued. **Work commencing without issuance of the SPO is subject to Payment Delays and/or Non-Payment! **

Required vendor steps to invoice:

- 1) Invoices should NOT be uploaded until the Contractor receives confirmation of review and approval from the City of Detroit.
- 2) Vendors should submit their invoices via City of Detroit Vendor Portal. Portal invoice amount and creation date must match the date on attached invoice. Please follow the below invoice requirements:

Invoice MUST contain or have as attachment:

- Vendor Name and address on Invoice
- Contact Info on Invoice (Accounts Receivable contact with phone and email)
- Remittance information (MUST be included, or the invoice is subject to rejection

• City of Detroit contact (person who authorized work to commence)

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- Invoice Date
- Date of service/delivery
- Contract number
- Purchase order number
- Total Invoice amount
- The wording "Goods/Services" (must be noted on every invoice)

Other invoice requirements:

- Invoice must be billed based on Purchase Order rates
- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice in the portal

Terms are standard NET 30 Days, unless otherwise negotiated, and start from the invoice receipt date, provided that the invoice is submitted timely to our AP department with the necessary supporting documentation.

If you need payment assistance, please contact the Office of Departmental Financial Services (ODFS) 313-410-7804.

5.4 ASSIGNMENT

The services to be performed by the successful Respondent shall not be assigned, sublet, or transferred, nor shall the successful Respondent assign any monies due or to become due to him under any contract entered into with the City pursuant to these specifications, without prior written approval of the City.

5.5 MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

The City reserves the right to modify the services provided by the successful Respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the successful Respondent and the City.

5.6 NEWS RELEASE

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the City and then only in coordination with the City.

5.7 MISCELLANEOUS

It shall be the responsibility of the Respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The Respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time to time be changed in writing.

Contractors are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the Detroit At Work website at www.detroitatwork.com for specific contact information regarding these opportunities.

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5.8 OFFICE OF INSPECTOR GENERAL

- 5.8.1. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 5.8.2. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 5.8.3. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 5.8.4. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 5.8.5. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 5.8.6. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 5.8.7 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

<u>For purposes of this Article</u>: "Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.

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RFP Attachments List

The following Attachments are available to download on the Supplier Portal.

Attachment A - Respondent Questionnaire

Attachment B - Proposal Introduction and Solution / Approach

Attachment C - Pricing

Attachment D - Forms, Affidavits and Documents-(Award winner only)

Attachment E - Model Professional Services Contract

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